

1 **SAO**  
2 WRIGHT, FINLAY & ZAK, LLP  
3 Christina V. Miller, Esq.  
4 Nevada Bar No. 12448  
5 Krista J. Nielson, Esq.  
6 Nevada Bar No. 10698  
7 7785 W. Sahara Ave., Suite 200  
8 Las Vegas, NV 89117  
9 (702) 475-7964; Fax: (702) 946-1345  
10 [cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net)  
11 [knielson@wrightlegal.net](mailto:knielson@wrightlegal.net)

12 *Attorneys for Plaintiff/Counter-Defendant, The Bank of New York Mellon (fka The Bank of New  
13 York) as Trustee for the Holders of the GE-WMC Asset-Backed Pass-Through Certificates,  
14 Series 2005-2*

15 **UNITED STATES DISTRICT COURT**  
16 **DISTRICT OF NEVADA**

17 THE BANK OF NEW YORK MELLON (FKA  
18 THE BANK OF NEW YORK) AS TRUSTEE  
19 FOR THE HOLDERS OF THE GE-WMC  
20 ASSET-BACKED PASS-THROUGH  
21 CERTIFICATES, SERIES 2005-2,

22 Case No.: 2:15-cv-02087-APG-GWF

23 **STIPULATION AND ORDER FOR  
24 DISMISSAL**

25 Plaintiff,

26 vs.

27 FORECLOSURE SALES SERVICES, LLC, an  
28 unknown and unregistered entity, and NV  
FORECLOSURE SERVICES, LLC, a revoked  
Nevada Limited Liability Company,

Defendants.

and

NEVADA NEW BUILDS, LLC,

Defendant-in-Intervention.

NEVADA NEW BUILDS, LLC,

Counterclaimant,

vs.

1 THE BANK OF NEW YORK MELLON (FKA  
2 THE BANK OF NEW YORK) AS TRUSTEE  
3 FOR THE HOLDERS OF THE GE-WMC  
4 ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-2,

5 Counter-Defendant.

6

7 **STIPULATION AND ORDER FOR DISMISSAL**

8 Plaintiff/Counter-Defendant, The Bank of New York Mellon (fka The Bank of New  
9 York) as Trustee for the Holders of the GE-WMC Asset-Backed Pass-Through Certificates,  
10 Series 2005-2 (“BONY”), and Defendant-in-Intervention/Counter-Claimant, Nevada New  
11 Builds, LLC (“NNB”), by and through their undersigned attorneys hereby stipulate and agree as  
12 follows:

13 WHEREAS:

14 1. The real property which is the subject of this case is commonly known as 628 Bay  
15 Bridge Drive, North Las Vegas, Nevada 89032, APN No. 139-10-112-061 (“Property”);

16 2. BONY is the holder of a first Deed of Trust securing a loan in the amount of  
17 \$212,000.00 made on or about October 5, 2005 (“Note”), by Alberto A. Cervantes (“Borrower”)  
18 and recorded on October 14, 2005, in the Official Records of Clark County, Nevada as Book and  
19 Instrument Number 20051014-0000383 (“Deed of Trust”);

20 3. On May 13, 2010, a Notice of Delinquent Assessment Lien was recorded against  
21 the Property by Angius & Terry Collections LLC (“ATC”), as agent for Alexander Station  
22 Community Association (“HOA”);

23 4. On June 15, 2010, a Notice of Default and Election to Sell Under Notice of  
24 Delinquent Assessment Lien was recorded against the Property by ATC, as agent for HOA;

25 5. On August 29, 2012, a Notice of Sale was recorded against the Property by ATC,  
26 as agent for HOA;

27 6. ATC sold the Property on behalf of HOA on September 21, 2012 (“HOA Sale”)  
28 to Foreclosure Sales Services LLC & NV Foreclosure Services LLC (“HOA Buyer”) by

1 Trustee's Deed Upon Sale recorded as Book and Instrument Number 201211140002338 in the  
2 official records of the Clark County Recorder;

3       7. On or about December 28, 2015, HOA Buyer transferred its interest in the  
4 Property to Foreclosure Sales Services as reflected in the Quitclaim Deed recorded as Book and  
5 Instrument Number 20151228-0001500 in the official records of the Clark County Recorder;

6       8. On or about June 14, 2016, Foreclosure Sales Services sold the Property to NNB  
7 as reflected in the Quitclaim Deed recorded as Book and Instrument Number 20160614-0000153  
8 in the official records of the Clark County Recorder;

9       9. On October 30, 2015, BONY filed a Complaint in Case Number 2:15-cv-02087-  
10 APG-GWF ("BONY Action");

11       10. On September 19, 2017, NNB filed an Answer to BONY's Complaint and a  
12 Counterclaim;

13       11. The undersigned Parties have now come to a resolution regarding their respective  
14 claims and interest in the Property;

15       12. Pursuant to a Settlement Agreement between BONY and NNB, BONY agrees to  
16 dismiss all of its claims asserted in its Complaint, while NNB agrees to dismiss all of the claims  
17 asserted against BONY in its Counterclaim.

18       13. Nothing in this Stipulation should be construed as intended to benefit any other  
19 party not identified as the undersigned Parties hereto, and in particular, shall not constitute a  
20 waiver or relinquishment of any claims by BONY against HOA Buyer or Borrower; and

21       14. Each Party shall bear its own fees and costs incurred in this litigation and  
22 settlement.

23 WHEREFORE:

24       **IT IS FURTHER STIPULATED AND AGREED** that all claims asserted in BONY's  
25 October 30, 2015 Complaint shall be dismissed with prejudice.

26       **IT IS FURTHER STIPULATED AND AGREED** that all claims asserted in NNB's  
27 September 19, 2017 Counterclaim shall be dismissed with prejudice;

1                   **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and  
2 Order is intended to be, or will be, construed as an admission of the claims or defenses of the  
3 Parties.

4                   **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in  
5 no way intended to impair the rights of BONY (or any of its authorized agents, investors,  
6 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against HOA  
7 Buyer or against the Borrower, as defined in the Note, that BONY (or any of its authorized  
8 servicers, agents, investors, affiliates, predecessors, successors, and assigns) may have relating to  
9 the Note, including the right to sue the Borrower for any deficiency.

10                  **IT IS FURTHER STIPULATED AND AGREED** that the settlement entered into by  
11 and between the undersigned Parties has been entered into in good faith, pursuant to NRS 17.245  
12 and applicable case law, and any and all claims, counterclaims and third-party claims for  
13 contribution or equitable/implied indemnity of any party, person or entity against NNB and/or  
14 BONY, whether compulsory or permissive, whether asserted or not, whether legal or equitable,  
15 related in any way to the claims asserted in the case at bar, shall be forever discharged and  
16 barred, with prejudice;

17                  ///

18                  ///

19                  ///

20

21

22

23

24

25

26

27

28

1                   **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own  
2 attorney's fees and costs incurred in this litigation and settlement.

3                   STIPULATED AND AGREED to this 2<sup>nd</sup> day of October, 2018.  
4

5                   WRIGHT, FINLAY & ZAK, LLP

6                   KUNG & BROWN

7                   /s/ Krista J. Nielson

8                   Christina V. Miller, Esq.  
9                   Nevada Bar No. 12448  
10                  Krista J. Nielson, Esq.  
11                  Nevada Bar No. 10698  
12                  7785 W. Sahara Ave., Suite 200  
13                  Las Vegas, NV 89117  
14                  *Attorneys for Plaintiff/Counter-Defendant, The  
15                  Bank of New York Mellon (fka The Bank of  
16                  New York) as Trustee for the Holders of the  
17                  GE-WMC Asset-Backed Pass-Through  
18                  Certificates, Series 2005-2*

7                   /s/ A.J. Kung

8                   A.J. Kung, Esq.  
9                   Nevada Bar No. 7052  
10                  214 South Maryland Parkway  
11                  Las Vegas, NV 89101  
12                  *Attorneys for Defendant-in-  
13                  Intervention/Counter-Claimant, Nevada New  
14                  Builds, LLC*

15                  IT IS SO ORDERED:

16                    
17                  \_\_\_\_\_  
18                  UNITED STATES DISTRICT JUDGE  
19                  \_\_\_\_\_  
20                  DATED: 10/2/2018  
21                  \_\_\_\_\_  
22                  \_\_\_\_\_  
23                  \_\_\_\_\_  
24                  \_\_\_\_\_  
25                  \_\_\_\_\_  
26                  \_\_\_\_\_  
27                  \_\_\_\_\_  
28                  \_\_\_\_\_  
29